



**CSX DISTRIBUTION SERVICES & CSX EQUIPMENT**

Robert F. Hochwarth  
Senior Counsel

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RECORDATION NO. **7066-K** FILE 123

July 7, 1988

**JUL 12 1988 8 27 AM**

**INTERSTATE COMMERCE COMMISSION**

Secretary  
Interstate Commerce Commission  
Attention: Recordation Unit  
12th Street & Constitution Avenue, N.W.  
Washington, DC 20423

Gentlemen:

On behalf of CSX Transportation, Inc., enclosed for filing and recording under 49 U.S.C. §11303(a) and the regulations promulgated thereunder, are four executed counterparts of a secondary document, not previously recorded, entitled Instrument of Satisfaction and Release dated May 2, 1988.

The parties to the enclosed release are:

Mercantile-Safe Deposit and Trust Company,  
as Agent (Vendor)  
P. O. Box 2258  
Baltimore, MD 21203

CSX Transportation, Inc. (Vendee)  
Successor by merger to Seaboard  
Coast Line Railroad Company  
100 North Charles Street  
Baltimore, MD 21201

The enclosed document, among other things, terminates that certain Conditional Sale Agreement dated as of April 1, 1973 by and between ACF Industries, Inc. and Seaboard Coast Line Railroad Company and the Agreement and Assignment dated as of April 1, 1973, from ACF Industries, Inc. to Vendor, recorded with the Interstate Commerce Commission on June 15, 1973 and assigned Recordation No. 7066. Said document also releases all of the equipment under said Conditional Sale Agreement and Agreement and Assignment as amended and supplemented.

The units of equipment covered by the enclosed document are all units identified in the Conditional Sale Agreement and Agreement and Assignment as amended and supplemented. A short summary of the document to appear in the ICC Index is as follows:

"Full and Complete Release."

**8-1947033**  
**JUL 12 1988**  
**8 13 AM**  
**FOR 8.13.00**

**ICC, Washington, D.C.**

**MOTOR OPERATING UNIT**

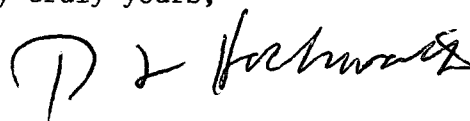
**JUL 12 8 13 AM '88**

**ICC OFFICE OF  
THE SECRETARY**

Enclosed is a check in the amount of \$13 in payment of the filing fee.

Once the filing has been made, please return to the undersigned stamped copies of the Release not needed for your files, together with the fee receipt, a copy of the letter from the ICC acknowledging the filing, and an extra copy of this letter of transmittal.

Very truly yours,

A handwritten signature in dark ink, appearing to read "D. J. Fackman". The signature is written in a cursive, somewhat stylized script. The first letter "D" is large and loops around. The last name "Fackman" is written in a fluid, connected style.

RFH/mw  
Enclosures

JUL 12 1988 - 8 55 AM

## INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of May 2, 1988 by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Agent") and CSX TRANSPORTATION, INC., a Virginia corporation (the "Railroad") (successor to Seaboard Coast Line Railroad Company ("SCL")).

## WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of April 1, 1973, (as amended and supplemented the "Conditional Sale Agreement") by and between ACF Industries, Incorporated (the "Vendor") and SCL, the Vendor agreed to construct, sell and deliver to SCL, on the terms and conditions therein set forth, the equipment described in Schedule B thereto (as amended and supplemented the "Equipment");

WHEREAS, by an Agreement and Assignment, dated as of April 1, 1973 (the "Assignment"), the Vendor sold, assigned, transferred and set over to the Agent, its successors and assigns, all its rights, titles and interests in and to the Equipment and the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission on June 15, 1973, and assigned Recordation No. 7066;

WHEREAS, Article 6 of the Conditional Sale Agreement provides that when the Railroad has paid the full

Purchase Price of the Equipment, together with interest, and performed all of its obligations under the Conditional Sale Agreement, title to the Equipment shall pass to and vest in the Railroad, and the Railroad will be entitled to receive, upon request, an instrument whereby the Agent transfers its title and interest in and to the Equipment to the Railroad; and

WHEREAS, the Railroad has made all payments and performed all of its obligations under the Conditional Sale Agreement and is therefore entitled to receive an instrument evidencing such transfer of title to the Equipment to the Railroad.

NOW, THEREFORE, in consideration of the mutual promises herein, and of Ten Dollars (\$10.00) paid to it by the Railroad, receipt of which is hereby acknowledged, the Agent does hereby (1) acknowledge satisfaction of all payments and obligations required of the Railroad under the Conditional Sale Agreement, and (2) transfer all its right, title and interest in and to the Equipment to the Railroad, including any additions or substitutions thereof.

The Railroad does hereby release and discharge the Agent from any and all liability arising under the Conditional Sale Agreement and Assignment.

The Railroad will cause this instrument to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, and will furnish a recorded counterpart thereof to the Agent.

This instrument shall be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

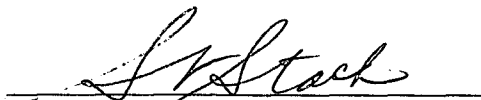
IN WITNESS WHEREOF, the Agent and the Railroad have caused this instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective officers as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
as Agent

By

  
Vice President

ATTEST:



CSX TRANSPORTATION, INC.

By



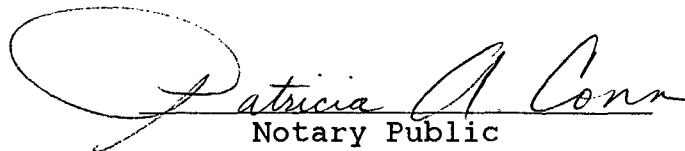
Vice President-CSX Rail Transport

ATTEST:

  
Assistant Secretary

STATE OF MARYLAND            )  
                                  ) SS:  
COUNTY OF BALTIMORE        )

On this 2<sup>nd</sup> day of May, 1988, before me personally appeared R.E. SCHREIBER, to me personally known, who being by me duly sworn, says that he is Vice President of Mercantile-Safe Deposit and Trust Company that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


  
Notary Public

My Commission expires: 7-1-90

NOTARIAL SEAL

STATE OF FLORIDA            )  
                                  ) SS:  
COUNTY OF DUVAL            )

On this 6 day of April, 1988, before me personally appeared THOMAS L. SAMUEL, to me personally known, who, being by me duly sworn, says that he is a Vice President-CSX Rail Transport of CSX Transportation, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Jan. 26, 1992  
Bonded thru Patterson - Becht Agency

My Commission expires: \_\_\_\_\_

NOTARIAL SEAL

